

estate, unless she would retain some other control over the property.

Now there is a case back in 134 Md. 465 - Weinbeck v. Dahms - and in that case the party made a conveyance in fee simple. However, she reserved the absolute right to grant, convey and mortgage, limit or dispose of the property absolutely during the terms of her natural life, and the Court in that case rightfully held in that these reservations were put in the deed she had the right to do these things. If you read the case, and particularly on page 466, you will see that the Court therein states, in effect, that if these reservations had not been made, that merely reserving within herself a life estate would not have defeated the conveyance in fee simple to another. That is the way the thing appears to me.

If you have anything further I would be glad to hear it.

MR. BAILEY: I am sorry I do not, Your Honor.

THE COURT: If there is anything further anyone would like to say, I would like for you to say it.

MR. BENNETT: The only thing I can say - I can't quite reconcile this case of Green v. Skinner to justify the <sup>opposite</sup> conclusion you have drawn from it. It says that a joint conveyance in favor of another operates as a severance notwithstanding the grantor reserved a life estate in the premises.

There is another case in California later than this annotation where the deeds were not delivered - it was delivered to one of the nephews to hold, but it didn't deliver the deeds at all.

There are certain essentials to complete a conveyance, and one essential to it is the delivery of the deed and under these four points as pointed out by the Court, which creates a